

**BOONE COUNTY BOARD OF EDUCATION**

**SUPERINTENDENT'S CONTRACT**

**RANDOLPH J. POE**

**(JULY 1, 2015-JUNE 31, 2019)**

*WHEREAS*, the BOONE COUNTY BOARD OF EDUCATION (the “Board” or “District”) is desirous of formalizing its commitment to its Superintendent, RANDOLPH J. POE (“POE or Superintendent”) for his instructional, professional development, human resource, management fiscal management and overall managerial leadership, and in recognition of the sustained, measurable academic, improvement of the students of the District, the innovative programs of professional development and student behavioral and academic achievement intervention; on increased morale among classified and certified staff, and the overall elevation of the District to a National reputation in these areas; and in acknowledgement that these accomplishments have occurred during a period of a challenging stressful legislative climate of escalating unfunded mandates put upon the school system and compounded by overall budget cuts and fiscal crises in public funding of the school system, and being mindful of the present competition in Kentucky and throughout the nation for educational leaders of the demonstrated quality of the Superintendent; and

*WHEREAS*, Poe’s Superintendent’s Contract has previously been amended extended as one (1) year increments pursuant to the “rollover” provision of KRS 160.350(4); and

*WHEREAS*, the Board, having now evaluated Superintendent POE and reviewed the unparalleled progress of the District under his helm and recognizing the increased complexity

and volume of his responsibilities and the market, locally, statewide and nationally for his services, which are regularly being recruited by others; and

***WHEREAS***, it is now the intention of the Board, with the mutual agreement of POE, to rescind the previous extensions, amendments and rollovers of his Superintendent's Contract and replace them with this four (4) year Superintendent's Contract;

***NOW THEREFORE, IT IS AGREED AS FOLLOWS:***

**WITNESETH:**

That the **BOONE COUNTY BOARD OF EDUCATION**, located in the City of Florence, Kentucky (hereinafter, the Board or the District), hereby contracts with **RANDOLPH J. POE** (hereinafter, "Poe") to serve as its Superintendent of Schools of the District, for a four (4) year term beginning on the 1<sup>st</sup> day of July 2015, and expiring on June 30, 2019, in accordance with the Common School Laws and Rules and Regulations prescribed in pursuance thereof by the Kentucky Department of Education, and the terms and provisions of this Superintendent's Contract.

It is agreed that POE shall receive an annual salary and fringe benefits as provided herein. It is further agreed that he shall devote his time and best effort to the discharge of the duties of Superintendent as set out by laws, rules, and regulations and policies of the Commonwealth of Kentucky, State Department of Education and the District Board of Education.

1. Fringe Benefits. During the term of this Contract, the Board agrees to provide POE life insurance as provided by the District as an employee benefit to administrators of the District, family health, dental, vision, cancer coverage for POE and his family at District's expense from a group plan available through the District for School District administrators, with the specific plan to be selected by POE, and any additional insurance benefits or coverage

offered to certified employees of the District shall also be provided to the Superintendent, at the District's expense. It is the Board's intent that POE may select any and all coverages of fringe benefits available to all certified employees and those plans and benefits selected by the Superintendent shall be provided at the Board's expense.

2. Annual Leave. The Superintendent shall be entitled to six (6) weeks paid annual leave during each year of his employment with carry over privilege the same as other senior administrators in the District. The Superintendent's paid annual leave schedule shall be subject to review by the Board. Upon retirement, the Superintendent shall be paid any unused annual leave up to a maximum of 60 days. KRS 161.540 (1).

3. 242 Day Employee/Holidays. The Superintendent is employed for 242 working days per year and shall be entitled to eight (8) days of professional leave during the summer months to serve as an adjunct instructor at a local university or for other consultative services. The Superintendent may observe as holidays those holidays which all other staff may observe. The Superintendent may take leave equal to that granted all other certified staff.

4. Sick Leave. The Superintendent shall be entitled to twelve (12) days of sick leave per year, which may be accumulated as provided in KRS 161.155, and retirement benefits under the Kentucky Teacher Retirement program as earned by a Superintendent of a school district in Kentucky.

5. Emergency Days/Personnel Leave Days. The Superintendent shall be entitled to three (3) "emergency" days per year as provided in KRS 161.152. Personal leave days other than emergency days shall be provided to the Superintendent the same as to other certified personnel.

6. Professional Organizations. The Superintendent may join three (3) professional organizations and (3) civic organizations related to his position as Superintendent and of value to the District, the annual membership dues for which shall be paid by the Board, and any other professional or civic organizations at Board expense on a case by case basis upon prior approval of the Board. The Board shall pay for reasonable incurred incidentals to attendance at functions of those organizations regardless whether they are local or not overnight. In addition, the Superintendent, at Board expense, may attend such professional conferences or civic organization activities as are consistent with his position as Superintendent, including local civic functions as well as including but not limited to KSBA, NSBA and AASA.

7. Professional and Staff Meetings, Expenses and Automobile. The Board shall reimburse the Superintendent for all travel and sustenance expenses at the same rate provided all other school employees. The Board shall provide the Superintendent with an unmarked vehicle at District expense as well as any personal security devices, technological devices, including, but not limited to cell phone or tablet, or accommodations, at the District's expense, as may be appropriate to his position. The Board shall reimburse or pay directly for reasonable expenses incurred by the Superintendent in the continuing performance of his duties under this Agreement or otherwise furthering the mission or prospects of the District; including all out of pocket and sustenance expenses incurred at or to host meetings relative to his position as the Chief Executive Officer of the District whether or not they are incurred locally or in connection with travel.

All benefits of the Superintendent which are specifically spelled out in the Agreement, including but not limited to reimbursement or direct pay of expenses incurred by the

Superintendent in connection with District business shall override any other Board policy or general policy which might exist or apply to other employees of the District.

8. Annual Physical Exam. The Superintendent shall submit to an annual routine physical examination by a local physician of his choice, which shall be at Board expense. If the examining physician orders a more comprehensive examination or test, that portion thereof not covered by the Superintendent's medical/hospitalization insurance shall be at Board expense. The Superintendent shall provide the results of the annual physical examination to the Board upon request, and said results/records shall be filed with and maintained by the Board of Education's Central Office, and shall remain confidential.

9. Compensation, Adjustments and Contributions to Retirement Benefits. The Superintendent shall receive as base annual salary for fiscal year July 1, 2015 – June 30, 2016, the sum of TWO HUNDRED FIFTEEN THOUSAND DOLLARS (\$215,000.00), and his annual salary shall be adjusted each year under this Contract as follows: He shall be paid at a minimum, an amount equal to his annual salary that was paid to him in the previous year *plus* an annual increase equal to the same percentage increase in pay, if any, granted to other certified personnel of the District in each fiscal year, which in computing same, shall include an annual "experience step" increase. This "experience step" shall be calculated by the annual "experience step" amount for the most "experience step" on the certified salary schedule for that year as the numerator, divided by 187 as the denominator (the number of contract days for non-indexed certified employees) and that number multiplied by 242 (the number of contract days for the Superintendent).

In lieu of the minimum increase in salary set forth above, the Board may increase the Superintendent's annual salary for any prospective fiscal year upon proper Board action at its

regular June or July meeting, or a special meeting called and held in June or July, but in no event shall the prospective salary be less than the minimum increase set forth above.

In addition to base salary, the District shall fund and pay the Superintendent's (employee) contribution portion to Kentucky Teacher's Retirement for retirement benefits. The salary shall be paid to the Superintendent in regular installments, in accordance with the schedule of salary in effect for other certified employees.

Further, and in addition to base salary and fringe benefits already provided herein, the Superintendent, effective July 1, 2015 and through the end of this Contract, or any Contract extension, shall be entitled to payment of any and all stipends which the Board approves to be paid to all other certified employees.

10. Annuity. The Board shall fund a 403B and 457 tax-sheltered annuity based on 15% of the Superintendent's total salary plus any catch up provisions allowed by the IRS for the Superintendent in the current IRS amount and on the conditions qualifying as a tax free employer paid benefit for each fiscal year through June 30, 2019.

11. Professional Growth. The District encourages continuing professional growth of the Superintendent through participation in seminars and or courses offered by public or private educational institutions. The District will pay directly or reimburse tuition fees and related expenses for credit hours, seminars or professional growth programs pursued or earned during employment for professional improvement or general leadership development.

12. Contract Termination or Removal. This Contract may be terminated by the Board only if the Superintendent is removed for cause as provided by law.

13. Notice, Damages. The Board agrees that it will provide the Superintendent with notice of its intention to re-appoint or not to re-appoint the Superintendent between January 1

and January 15, in the year this Contract is set to expire. If the Superintendent is notified the Board intends to re-appoint him, a new Contract confirming the terms of the re-appointment shall be executed by the parties on or before the Board's regular February Board meeting in the year this Contract expires. If the Board fails to give the Superintendent the required notice of its intention not to re-appoint him by January 15 of the last year of this Contract, and the Board does not re-appoint him, the Board agrees to pay the Superintendent the lump sum of one year's compensation equal to the compensation payable to the Superintendent during the last year of the Contract.

14. Legal Services, Liability Insurance. The District shall provide all legal services required by the Superintendent for any of his actions or omissions arising in the regular course of his duties as Superintendent of the Boone County Schools, and which are not illegal or *ultra vires*. The District shall provide a defense, and legal representation for the Superintendent through the District's liability insurance policy, and this shall include, cost of legal fees, litigation expenses, court costs, and other necessary and incidental costs associated therewith (collectively "legal expense") and shall otherwise reimburse the Superintendent for all such legal expense occasioned in connection with or relating to in any manner, the performance of his duties, whether acts or omissions or status as Superintendent, direct or indirect. Excluding illegal actions or those which are *ultra vires*, the Board shall otherwise defend, hold harmless and indemnify the Superintendent from and respecting any and all legal expense, demands, claims, suits, actions, legal proceedings and damages against the Superintendent in his individual capacity or in his official capacity occasioned, in connection with, relating to or respecting in any manner the performance of his said duties, acts, omissions or status, whether direct or indirect, and shall provide liability insurance for his benefit covering said acts and omissions and status

within the course and scope of his employment as Superintendent in at least equal measure as is currently in effect through the Board's current liability insurance policy, regardless of when the claim may be made, during or after his employment as Superintendent or other capacity with the Board. To the extent legal expense or damages are not covered by or exceed the insurance, the Board shall be responsible for and indemnify Superintendent and hold him harmless of any legal expense or damages above the applicable insurance policies.

As a pre-condition to reimbursement of any legal fees or expenses the Superintendent shall cooperate with the District and/or its insurer in all litigation, and shall timely notify the District of any and all legal action brought against him, by providing a copy of the Complaint and Summons within ten (10) days of being served.

15. Fringe Benefits Not Taxable to Superintendent. Should any intended nontaxable fringe benefit provided to the Superintendent pursuant to this contract become taxable to the Superintendent during the term of this contract, the Board shall pay additional compensation to the Superintendent at a rate that will maintain Superintendent's level of contracted compensation.

16. Contract Extension. After completion of this Superintendent's Contract or after (4) years, the Board may, no later than June 30, extend the contract of the Superintendent's for one (1) additional year beyond the current term of employment pursuant to KRS 160.350(4).

IN WITNESS WHEREOF, the parties execute this Contract in conformity with a Resolution of the Board passed July 16, 2015 authorizing the Chairperson of the Board to so effectuate and execute this Contract on behalf of the Board.

**BOONE COUNTY BOARD OF EDUCATION**

By: Bonnie Rickert  
BONNIE RICKERT  
Its Chairperson

7-16-15  
DATE

Karen Byrd  
KAREN BYRD

7/16/15  
DATE

Maria Brown  
MARIA BROWN

7/16/15  
DATE

Steve Templeton  
STEVE TEMPLETON

7-16-15  
DATE

C Ed Massey  
C. ED MASSEY

7-16-15  
DATE

*Being all the members of the Boone County Board of Education.*

Randolph J Poe  
RANDOLPH J. POE

7-16-15  
DATE